

Trafalgar Housing Co-operative Inc.

# **BY-LAWS**

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## BY-LAW I

*General By-Laws of Trafalgar Housing Co-operative Inc.*

Be it enacted as a By-Law of Trafalgar Housing Co-operative Inc. as follows:

### I. INTERPRETATION

1. In these By-Laws and elsewhere, Trafalgar Housing Co-operative Inc. may be referred to as "the Co-operative" or "the Co-op",
2. In all By-Laws of the Co-operative, the singular shall include the plural and the plural the singular; the masculine shall include the feminine and the feminine the masculine; the word "person" shall include firms and corporations; and the word "Act" shall mean The Co-operative Corporations Act, 1979, and Regulations and any Act that may be substituted therefor or as from time to time amended. Wherever reference is made in this By-Law to any statute or section thereof, such reference shall be deemed to extend and apply to any amendment to said statute or section, as the case may be.

### II. GENERAL

1. The head office of the Co-operative shall be located in the City of Mississauga, in the Regional Municipality of Peel, in the Province of Ontario, and at such place therein as the Directors may from time to time determine.
2. The corporate seal of the Co-operative shall have inscribed thereon the words "TRAFALGAR HOUSING CO-OPERATIVE INC." and the seal impressed in the margin of these By-Laws is hereby adopted as the corporate seal of the Co-operative.

### III. MEMBERSHIP AND MEMBER LOANS

1. Membership in the Co-operative shall consist of those persons whose written applications for membership accompanied by such non-returnable membership fee as is prescribed in the articles, has been approved by the Directors.
2. The Directors may refuse to accept any application for membership without giving reasons, and if the application is not accepted, any payment forwarded with it shall be refunded without interest.
3. The Co-operative may from time to time provide that each applicant for membership in the Co-operative at the time of his application shall make a loan to the Co\*-op in such an amount and upon such terms and conditions as prescribed by vote of the general membership at a meeting of members duly called for the purpose.
4. Membership in the Co-op shall not be transferrable unless authorized by the Directors and shall terminate with death.
5. A member of the Co-op may withdraw from membership in the Co-op by giving to the Secretary six months notice of his intention to withdraw.
6. If a member does not transact any business with the Co-op for a period of two years, subject to Clause 7, the Directors may terminate his membership.
7. A member of the Co-operative may be expelled from membership by the Directors for cause, providing the procedure for expulsion is in accordance with the Act.

8. If a member fails to pay his/her housing charge or other charges owing to the Co-operative as required, and if that member has a "member loan" on deposit with the Co-operative, the Directors may at any such time order that an amount of the member loan up to the amount of the indebtedness be applied to the overdue account of the member. Any monies so applied shall be deemed to be payment to the member.

#### **IV. MEETINGS OF MEMBERS**

1. The annual meeting of the members for election of the Directors and the transaction of such other business as may properly be brought before an annual meeting of the members shall be held at the head office of the Co-op or at such other place in the Regional Municipality of Peel and Halton as the Directors may determine, but not later than six months after the end of the fiscal year.
2. Other meetings of the members may be called by order of the President, Vice-President, or the Directors at any time and at any place within the Regional Municipality of Peel or Halton and the Secretary shall send the requisite notice of such meeting to the members of the Co-op.
3.
  - (a) Five percent of the members of the Co-operative may requisition Directors to call a general meeting of the members for any purpose connected with the affairs of the Co-op that is not inconsistent with the Act.
  - (b) The requisition shall state the general nature of the business to be presented at the meeting and shall be signed by the requisitionist and deposited at the head office of the Co-operative and may consist of several documents in like form, each signed by one or more requisitionists.
  - (c) Upon deposit of the requisition the Directors shall call forthwith the meeting of the members for the transaction of the business stated in the requisition.
  - (d) If within 30 days from the date of the deposit of the requisition the Directors do not call and hold the meeting, any of the requisitionists may call such meeting, which shall be held within 60 days from the date of the deposit of the requisition.
  - (e) A meeting called under this section shall be called as nearly as possible in the same manner as meetings of the members are called under Sections 1 and 2 of the Article.
  - (f) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Directors to call such meeting shall be repaid to the requisitionists by the Co-operative and any amount so repaid shall be retained by the Co-operative out of any monies due or to become due, by way of fees or other remuneration for their services, to such of the Directors as were in default, unless, at the meeting, the members by a majority of the votes cast reject the reimbursement of the requisitionists.
4. At a meeting of the members called under Section 2 or 3 of this Article only the business stated in the notice calling such meeting may be transacted.
5. Notice of any annual or other meeting of the members shall be deemed to be well and sufficiently given if such notice is hand delivered or sent by prepaid post letter addressed to each member at his residence, or at his address as entered in the books of the Co-operative and mailed or delivered at least 10 days but no more than 50 days prior to the date fixed for the holding of such meeting.
6. When notice is received generally by the member, the accidental omission to give notice to any member thereof or the non-receipt of any notice by any member thereof shall not invalidate any resolution passed or any proceedings taken at such meeting.
7. Voting by proxy shall not be permitted.
8. Two members present in person shall be a quorum for any meeting of members for the choice of a Chairman and the adjournment of the meeting; for all other purposes a quorum for any meeting shall be 25 members or 30% of the members whichever is the lesser, present in person. No

business shall be transacted at any meeting unless the quorum requisite be present at the commencement of the business.

9. If at any annual or other meeting of the members a quorum is not present within 60 minutes of the time for which the meeting is called, the meeting, if convened upon requisition of the members, shall be dissolved, and in any other case a presiding Officer shall adjourn the meeting to a date not less than 7 and not more than 15 days thereafter, and the decision of the adjourned meeting shall be binding upon the Co-operative provided that at least two members are present. Notice of the adjournment meeting shall be given by the Secretary in the manner herein provided 5 days previous to the date for the adjourned meeting.

## **V. BOARD OF DIRECTORS**

1. The business of the Co-operative shall be under the direction and control of the Board of 10 Directors who may exercise all such powers and do all such acts and things as may be exercised or done by the Co-operative and are not by the By-Laws of the Co-operative or by statute expressly directed or required to be done by the Co-operative at meetings of the members.
2. At each Annual Meeting five (5) Directors shall be elected to serve for a term of two (2) years. If there are more than five (5) positions available on the Board at the Annual Meeting the five (5) candidates receiving the most votes shall serve for a two year term, and the remaining positions will be filled by the candidates receiving the next highest number of votes and the term shall be for one (1) year.
3. Each Director so elected shall be at least 18 years of age and a member of the Co-operative.
4. No undischarged bankrupt or mentally incompetent person shall be a Director, and if a Director becomes a bankrupt or a mentally incompetent person, he thereupon ceases to be a Director.
5. At a meeting where Directors are to be elected, the meeting, before nominations are called for, shall choose its Chairman for the purpose of conducting the elections. Election of Directors shall be by ballot.
6. A member who is elected or appointed a Director is not a Director unless:
  - (a) the member was present at the meeting at which he/she was elected or appointed and did not refuse at the meeting to act as Director
  - (b) where he/she was not present at the meeting at which he/she was elected or appointed, he/she consented to act as Director in writing before his election or appointment or within 10 days thereafter.
7. Every member entitled to vote at an election of Directors, if he/she votes, shall cast thereat a number of votes equal to the number of Directors to be elected, and the member shall distribute the votes among the candidates in such manner as he/she sees fit, but no candidate shall receive more than one vote from each member.
8. The office of a Director shall be vacated:
  - (a) if the Director becomes bankrupt
  - (b) if the Director becomes mentally incompetent
  - (c) if the Director ceases to have the necessary qualifications for office.
  - (d) if the Director is absent without leave of the Directors from three (3) consecutive regular meetings of the Directors
  - (e) if the Director by notice in writing resigns the office
  - (f) if by resolution passed by a majority of the votes cast at a meeting called for that purpose, a Director is removed from office;
9. Whenever any vacancy occurs on the Board of Directors, the remaining members thereof, so long as there is a quorum in office, may fill a vacancy from among the persons having the necessary

qualifications, and the person so appointed shall hold office for the unexpired portion of the term of the Director causing the vacancy.

10. Regular meetings of the Directors shall be held monthly at such time as the Directors may by resolution determine.
11. Meetings of the Directors will be held at the head office of the Co-operative or at such other place in the Regional Municipalities of Peel or Halton as the Directors may determine. A meeting of the Directors may be convened by the Chairman of the Board or President or any three Directors at any time, and the Secretary by direction of the Chairman of the Board or President or any three Directors shall convene a meeting of the said Directors. Notice of such meeting shall be delivered, mailed or telephoned to each Director not less than 10 days (exclusive of the day on which the notice is delivered, mailed or telephoned, but inclusive of the day for which notice is given) before the meeting is to take place; provided always that meetings of the said Directors may be held at any time without formal notice if all the Directors are present or those absent have waived notice or have signified their consent in writing to the meeting being held in their absence. Notice of any meeting or any irregularity in any meeting or notice thereof may be waived by a Director. In the case of the first meeting of the Directors to be held immediately following an annual meeting, or in the case of a Director elected to fill a vacancy of the said Board, it shall not be necessary to give notice of such meeting to the newly elected Director or Directors in order to legally constitute the meeting, provided that a quorum of Directors is present.
12. A majority of the Directors shall constitute a quorum at any meeting of the Directors.
13. Questions arising at any meeting of the Directors shall be decided by a majority of votes.
14. The Directors shall serve as such without remuneration and no Director shall directly or indirectly receive any profit from his position as such; provided that a Director may be paid reasonable expenses incurred by him in the performance of his duties. Nothing herein contained shall preclude any Director from serving the Co-operative in any other capacity and receiving remuneration therefor.
15. The Directors may elect from among their number an executive committee consisting of not fewer than three and may delegate to the executive committee any powers of the Board of Directors, subject to the restrictions, if any, imposed from time to time by the Directors.
16. A majority of the executive committee shall constitute a quorum.
17. Subject to the provisions of Section 98 of the Act, no Director shall be disqualified by his office from contracting with the Co-operative nor shall any contract or arrangement entered into by or on behalf of the company with any Director or in which any Director is in any way interested be liable to be voided nor shall any Director so contracting or being so interested be liable to account to the company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.
18. Except as otherwise provided in the Act, no Director or Officer for the time being of the Co-operative shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or Employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Co-operative to the insufficiency or deficiency of title to any property acquired by the Co-operative or for or on behalf of the Co-operative or for the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Co-operative shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation or of any damage resulting from any dealings with any monies, securities or other assets belonging to the Co-operative or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his office honestly, in good faith and in the best interest of the Co-operative and in connection with therewith to

exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

19. Every Director and Officer of the Co-operative and his heirs, executors, administrators and other legal personal representative, shall from time to time be indemnified and saved harmless by the Co-operative from and against;
  - (a) any liability and all costs, charges and expenses that he sustains or incurs in respect of any actions, suit or proceedings that is proposed or commenced against him for or in respect or anything done or permitted by him in respect of the execution of the duties of his office; and
  - (b) all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Co-operative; with the exceptions that no Director or Officer of the Co-operative shall be indemnified
  - (c) by the Co-operative in respect of any liability, suit, charges or expenses that he sustains or incurs in or about any action, suit or proceeding as a result of which it is adjudged to be in breach of any duty or responsibility imposed upon him under the Co-operative Corporations Act or under any other statute unless in an action brought against him in his capacity as a Director or Officer, he achieved complete or substantial success as the Defendant.
20. Except as otherwise required by Paragraph 13 and subject to the exceptions in Paragraph 11 the Co-operative may from time to time indemnify and save harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed actions, suit or proceeding, whether civil, criminal, administrative or investigation (other than an action by or in the right of the Co-operative) by reason of the fact that he is or was an Employee or Agent of the Co-operative or is or are serving at the request of the Co-operative as a Director, Officer, Employee, Agent of or participant in another corporation, partnership, joint venture, trust or other enterprises, against expenses (including legal fees), judgments, fines and amount actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Co-operative, and with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction shall not, of itself, create a presumption to the person acting or proceeding had reasonable cause to believe that his conduct was unlawful.
21. To the extent that a person who is or was an Employee or Agent of the Co-operative has achieved complete or substantial success as a Defendant in any action, suit or proceeding referred to in Paragraph 12, he shall be indemnified against all costs, charges and expenses actually and reasonably incurred by him in connection therewith.
22. The provisions for indemnification contained in the By-Laws of the Co-operative shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Laws, agreement, vote of members or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, Employee or Agent and shall ensure to the benefit of the heirs, executors and administrators of such a person.

## **VI. OFFICERS**

1. The Directors shall annually or oftener as may be required, elect a President and elect or appoint a Vice-President, a Secretary, a Treasurer. The Directors may elect a Chairman of the Board. None of the said officers except the Chairman and President, need be a member of the Board of Directors, Any two of the aforesaid offices may be held by the same person, except those of Chairman, President, and Vice-President. A vote of the majority of the Directors shall be necessary for the election of the said Officers. The Directors may from time to time elect or appoint such other

Officers and Agents as they shall deem necessary who shall have such authority and shall perform such duties as the Directors from time to time shall prescribe. All Officers, in the absence of agreement to the contrary shall be subject to removal by resolution of the Directors at any time with or without cause provided that a majority of the Directors shall vote in favour thereof.

2. The Officers shall serve as such without remuneration and no Officer shall directly or indirectly receive any profit from the position as such; provided that an Officer may be paid reasonable expenses incurred in the performance of his duties. Nothing herein contained shall preclude any Officer from serving the Co-operative in any other capacity and receiving remuneration therefor.
3. In the case of the absence or inability to act of the Chairman, President, Vice-President, or any other Officer of the Co-operative or for any other reason that the Directors may deem sufficient, the Directors may delegate all or any of the powers of such Officer to any other Officer or to any Directors for the time being, provided that a majority of the Directors concurs therein.
4. The Chairman shall if present, preside at all meetings of members and Directors. He shall sign all instruments, which require his signature and shall perform all duties incident to the office and shall have other such powers and duties as may from time to time be assigned to the position by the Directors.
5. The President shall be vested with all the powers and shall perform all the duties of the Chairman in the absence or disability or refusal to act of the Chairman. The President shall also have such other powers and duties as may from time to time be assigned to the position by the Directors,
6. If the Vice-President is a Director, the Vice-President shall be vested with all the powers and shall perform all the duties of the President in the absence or disability or refusal to act of the Chairman and the President. The Vice-President shall also have such other powers and duties, if any, as may from time to time be assigned to the position by the Directors.
7. The Secretary shall issue or cause to be issued notices for all meetings of the members and the Directors when directed to do so. The Secretary shall sign with the President or other signing Officer or Officers of the Co-operative such instruments as require the signature and shall perform such other duties as the terms of the engagement call for or the Directors may from time to time properly require of the position.

The Secretary or some other Officer specially charged with the duty shall keep or cause to be kept suitable records wherein shall be kept recorded;

- (a) a copy of the Certificate of Incorporation with the Articles of Incorporation;
  - (b) all By-Laws and resolutions of the Co-operative;
  - (c) a register of members in which is set out the information required by the Act;
  - (d) a register of Directors in which is set out the names and residence addresses while Directors, including the street and number, if any, of all persons who are or have been Directors of the Co-operative with the several dates on which they have become or ceased to be Directors;
  - (e) minutes of all proceedings at meetings of members, Directors and any executive committee.
8. The Treasurer or some other Officer specifically charged with the duty shall have the care and custody of all the funds and securities of the Co-operative and shall deposit the same in the name of the Co-operative in such bank or banks or with such depository or depositories as the Directors may direct. The Treasurer shall keep or cause to be kept proper accounting records in accordance with the Act. The Treasurer shall at all reasonable times exhibit the books and accounts to any Director upon application at the office of the Co-operative during business hours. The Treasurer shall sign or countersign such instruments as require his signature and shall perform all duties incident to the office or that are properly required by the Directors. The Treasurer shall be required to give such bond as the Directors in their uncontrolled discretion may require and no Director shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reason of the failure of the Co-operative to receive any indemnity thereby provided.

9. The Directors shall from time to time appoint a General Manager or Manager who shall not be one of the Directors of the Co-operative and may delegate to the position full authority to manage and direct the affairs of the Co-operative (except such matters and duties as by law must be transacted or performed by the Directors or by the members in general meeting), and to employ, discharge, and fix the wages or salaries of Agents and Employees of the Co-operative or may delegate to him any lesser power. The Manager shall conform to all lawful orders given by the Directors. The Manager shall at all reasonable times give to the Directors or any of them, all information they may require regarding the affairs of the Co-operative.
10. If the office of the Chairman, President, Vice-President, Secretary (or Assistant Secretary) , Treasurer (or Assistant Treasurer), one or more, shall be or become vacant by reason of death, resignation, disqualification or otherwise, the Directors by resolution may elect or appoint an Officer to fill such vacancy.

## **VII. DISTRIBUTION OF SURPLUS**

1. A surplus arising from the business of the Co-operative in each fiscal year shall be set aside as retained earnings, which are not to be paid or in any way distributed to the members, to be applied for such purpose or purposes as are not inconsistent with the objects for which the Co-operative is incorporated and as it deems conducive to the interests of the Co-op, and may invest in whole or in part in such investments as it sees fit from time to time, deal with and vary such investments and dispose of all or any part thereof for the benefit of the Co-operative.

## **VIII. BORROWING POWERS**

1. The Directors may from time to time:
  - (a) borrow money on the credit of the Co-operative;
  - (b) issue, sell or pledge debt obligations of the Co-operative;
  - (c) charge, mortgage, hypothecate or pledge all or any currently owned or subsequently acquired real or personal movable or immovable property of the Co-operative, including book debts, rights, powers, franchises and undertakings, to secure any debt obligations or any money borrowed or other debt or liability of the Co-operative.
2. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Co-operative possessed by its Directors or Officers independently of a borrowing By-Law.

## **IX. AUDITORS**

1. The members at each annual meeting shall appoint an auditor who is familiar with Co-operative accounting and practice. The auditor when appointed shall hold office until the next annual meeting, and, if an appointment is not so made, the auditor in office shall continue until a successor is appointed. The remuneration of the auditor shall be fixed by the Directors.
2. The auditor shall at all reasonable times have access to the books, accounts and vouchers of the Co-operative and may require from the Directors and offices such information and explanations as may be necessary for the performance of his duties;
3. The auditor shall make a report to the members on the financial statement to be laid before the Co-operative at each annual meeting during his term of office and shall state in his report whether in his opinion the financial statement referred to therein presents fairly the financial operations for the period under review.

## **X. CHEQUES, DRAFTS AND NOTES**

1. All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such Officer or Officers or person or persons whether or not Officers of the Co-operative and in such manner as the Directors from time to time may designate.

## **XI. BONDING OF EMPLOYEES**

1. Every Officer or Employee of the Co-operative who has charge or handles money or securities belonging to the Co-operative shall be bonded with a surety company selected by the Directors for such an amount as may from time to time be prescribed by the Directors, but in no case for an amount less than \$1,000.00. The Directors may prescribe that any other Employee or Employees of the Co-operative (whether handling money or securities of the Co-operative or not) shall be bonded in such an amount as the Directors determine.

## **XII. EXECUTION OF INSTRUMENTS**

1. Contracts, documents or any instruments in writing requiring the signature of the Co-operative may be signed by the Chairman, or President, or Vice-President and the Secretary or the Treasurer and all contracts, documents and instruments in writing so signed shall be binding upon the Co-operative without any further authorization or formality. The Directors shall have power from time to time by resolution to appoint any Officer or Officers, person or persons to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing on behalf of the Co-operative.
2. The seal of the Co-operative shall be in the custody of the Secretary and may, when required, be affixed by him or any Officer or Officers, person or persons appointed by resolution of the Directors to contracts, documents and instruments in writing signed as aforesaid.

## **XIII. FISCAL YEAR**

1. The financial or fiscal year of the Co-operative shall terminate on the 30th day of June each year.

## **XIV. DISSOLUTION**

1. In the event of dissolution of the Co-operative and after the payment of all debts and liabilities, the remaining property of the Co-operative shall be distributed or disposed of to charitable organizations carrying on their activities solely within Canada.

## **XV. NOTICES**

1. The signatures to any notice to be given by the Co-operative may be written, stamped, typewritten or printed.
2. Any notice may be given by the Co-operative to any member or director either personally or by telephone or by delivery to his door or by sending it through the post in a prepaid envelope or wrapper addressed to such member or director at his address as same appears in the books of the Co-operative, or if no address be given therein, then to the last address of such member or director known to the Secretary.

## **XVI. AMENDMENTS**

1. Neither these bylaws nor any bylaws to amend these bylaws are effective until they are passed by the directors and confirmed, with or without variation, by at least two-thirds of the votes cast at a general meeting of the members of the Co-operative duly called for that purpose.

*These bylaws were passed by the Board of Directors of Trafalgar Housing Co-operative Inc. on the 23rd day of July, 1979.*

*These bylaws were confirmed by the General Membership at a meeting called for that purpose on the 23rd day of July 1979.*

## BY-LAW II

*A By-law respecting the borrowing of money and the issue of securities by Trafalgar Housing Co-operative Inc.*

Be it enacted by the Directors of Trafalgar Housing Co-operative as a Special By-law of the said Corporation as follows:

The Directors of the Corporation may from time to time:

- borrow money upon the credit of the Corporation;
- issue, sell or pledge debt obligations of the Corporation, including without limitation, bonds, debentures, notes or other similar obligations of the Corporation whether secured or unsecured;
- charge, mortgage, hypothecate or pledge all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking, to secure any such debt obligations or any money borrowed, or other debt or liability of the Corporation;
- delegate to such one or more of the officers and Directors of the Corporation as may be designated by the Directors all or any of the powers conferred by the foregoing clauses of this By-law to such extent and in such manner as the Directors shall determine at the time of each such delegation.

Passed by the Directors and sealed with the Corporation's seal this 30th day of November, 1982.

The undersigned officers of the within named Corporation hereby certify that the By-law on the reverse side hereof is a true and complete copy of a Special By-law of the said Corporation which was

- a.
  - i. consented to by the signatures of all the directors of the said Corporation
  - ii. passed by the directors of the said Corporation at a meeting duly called and regularly held on the 24th day of October, 1982

and

- b. Confirmed on the 8th day of November, 1982.
  - i. by the consent in writing of all the shareholders entitled to vote at a general meeting of the shareholders of the said Corporation,
  - ii. at a general meeting of the shareholders of the said Corporation duly called for that purpose and regularly held by at least two-thirds of the votes cast at such meeting or such greater proportion of the votes cast at such meeting as the articles of the said Corporation provide for confirmation of a special by-law, all as set forth and recorded in the minute book of the proceedings of the directors and of the shareholders of the said Corporation; and further that the said Special By-law is now in full force and effect.

*WITNESS our hands and the corporate seal of the said Corporation this 30th day of November, 1982.*

## **BY-LAW III**

*A By-Law respecting the provision of subsidies to members of the Co-operative.*

Be it enacted as a By-Law of Trafalgar Housing Co-operative Inc. (hereinafter referred to as "the Co-operative") as follows:

### **I. DEFINITION**

1. The subsidy referred to herein is defined in the Section 56.1 Agreement signed by the Co-operative and Canada Mortgage and Housing Corporation.

### **II. ADMINISTRATION**

1. The administration of the subsidy shall be in accordance with the terms of the 56.1 Agreement signed by the Co-operative and Canada Mortgage and Housing Corporation. In the case of dispute between this By-Law and the 56.1 Agreement, the terms of the 56.1 Agreement shall prevail.
2. The Co-operative's co-ordinator or manager shall be responsible for the day-to-day administration of the funds in the Subsidy Pool, as well as allocating those funds to applicants for subsidy.
3. The Co-operative's Treasurer shall review the operations of the Subsidy Pool and make periodic reports to the Board of Directors regarding the number of families receiving subsidy, as well as summarizing the income and expenses of the Subsidy Pool for that period.

### **III. ELIGIBILITY**

1. Only members of the Co-operative shall be eligible for subsidy.
2. Regulations governing specific criteria for eligibility shall be approved from time to time by the Board of Directors and distributed to all members.

### **IV. MAXIMUM SUBSIDY AVAILABLE**

1. In no case shall the subsidy amount exceed the amount stipulated in the Federal Rent-Geared-to-Income Scale in the 56.1 Agreement.

### **V. APPLICATION PROCESS**

1. All subsidy monies shall be allocated on an annual basis.
2. All applications for subsidy must be accompanied by appropriate documentation verifying the income of the applicant.
3. No subsidy will be granted retroactively.
4. All subsidies shall terminate automatically at the end of each fiscal year of the Co-operative.
5. The terms and conditions under which any subsidy is granted shall be the subject of an agreement signed by the member requesting subsidy and the Co-operative, and no monies shall be allocated unless and until such agreement is signed.
6. Not later than four months prior to the end of the fiscal year, written notification will be circulated to all members stating that all subsidy applications and income verifications for the coming fiscal year must be received in the Co-operative office within thirty (30) days.
7. Two months prior to the end of the fiscal year, written notice shall be given to all applicants for subsidy of the decision on their application and the amount, if any, of any subsidy allocated in respect to the application.

8. New applications for subsidy may be submitted by members at any time during the fiscal year, with the understanding that any agreement that may be signed will terminate at the end of the fiscal year in which it was signed.
9. Any applicant who is denied subsidy may appeal the decision of the Board of Directors or to a committee designated by the Board of Directors to hear such appeals.

## **VI. EARLY TERMINATION**

1. Any subsidy agreement may be terminated prior to the end of the fiscal year by resolution of the Board of Directors for any one of the following reasons:
  - (a) Failure to abide by the By-Laws of the Co-operative
  - (b) Failure to abide by the Housing Agreement
  - (c) Failure to abide by the Subsidy Agreement
  - (d) Wilful falsification of the income verification
  - (e) Failure to report additional household income within thirty (30) days of any such change.

## **VII. AMENDMENT**

1. This By-Law may be amended by resolution of the general members at a meeting called for that purpose. Written notice of such meeting containing the details of proposed amendments shall be given to the members ten days in advance of the meeting. The quorum for such a meeting shall be 30% of the members, and in order to pass  $66 \frac{2}{3}\%$  of the valid votes cast, must be cast in favour of the resolution to amend.

*This By-Law was passed by the Board of Directors of Trafalgar Housing Co-operative Inc. on the 25th day of January, 1982.*

*This By-Law was confirmed by at least two-thirds of the votes cast by the general Membership at a meeting called for that purpose on the 25th day of January, 1982.*

## BY-LAW IV

*A By-law which contains the rights and obligations of the Trafalgar Housing Co-operative Inc., and its members.*

### Occupancy By-Law

This By-law contains the rules under which the Trafalgar Housing Co-op (the co-op) provides housing for its members, and the rights and obligations of both the co-op and its members. The Cooperative Corporations Act (the Act) regulates how the co-op must be run. Certain parts of the Act contain rules which are not included in this By-law. Members should refer to them when questions come up.

## I. ABOUT THIS BY-LAW, SCHEDULES AND APPENDICES

### 1.1 Occupancy Agreement

- (a) The Occupancy Agreement, Schedule A, is part of this By-law. Members must sign it when their membership in the co-op begins. The Occupancy Agreement includes Terms of the Member's Housing Charge Subsidy, Appendix C, if it applies to the member. The co-op and the members must obey this By-law and the Occupancy Agreement even if a particular member has not signed an Occupancy Agreement.
- (b) Some by-laws and agreements, such as the Housing Charge Subsidy By-law and Performance Agreements, only apply to certain members. These members must obey them.

### 1.2 Priority of This By-law

- (a) This By-law takes the place of or amends all previous by-laws or resolutions that deal with the occupancy rights and obligations of the co-op and its members. Any future by-law can only amend this By-law if the future by-law states that it is doing so. No one can commit to anything dealing with occupancy rights except where they are authorized under this By-law. Any unauthorized commitment is not effective.
- (b) If there is a conflict between documents, the following will govern in the order in which they appear:
  - i. first, the Act
  - ii. second, the Articles of Incorporation
  - iii. third, this By-law, and
  - iv. fourth, the other by-laws of the co-op, unless the by-laws state differently.

## II. MEMBERS' RIGHTS

### 2.1 Use of a Unit and the Co-op's Facilities

- (a) Members of the co-op have the right to:
  - i. live in their housing unit
  - ii. use their parking space if any, and
  - iii. use the co-op's common facilities.
- (b) Co-op by-laws and rules limit members' rights.

### III. MEMBERS' CONTRIBUTIONS

#### 3.1 Housing Charges

- (a) Each member of the co-op must pay housing charges. Housing charges are made up of:
  - i. the membership fee of \$15.00 (once only)
  - ii. monthly housing charges, less any subsidy
  - iii. the maintenance guarantee, (once only) and
  - iv. other charges that members must pay under any of the co-op's by-laws.
- (b) Co-op members must decide what the monthly housing charges will be at a general members' meeting.
- (c) Members must pay their housing charges before the close of business on the first day of each month.
- (d) The housing charge does not include the following costs to a member:
  - i. utilities
  - ii. telephone for a unit
  - iii. charges for cable television
  - iv. insurance on the member's personal property, and
  - v. the member's personal liability insurance.
 If the co-op has to pay for any of these, the cost will be added to the member's housing charge.

#### 3.2 Maintenance Guarantee

- (a) Paying the Guarantee
 

Members must pay a maintenance guarantee to the co-op.  
Members must pay this guarantee before moving into their unit, unless the co-op allows them to pay it at another time.
- (b) The Amount of the Maintenance Guarantee
 

The amount of the Maintenance Guarantee is \$500.00.
- (c) Returning the Maintenance Guarantee
 

The co-op will return the maintenance guarantee 30 days after the member leaves the unit permanently. Before returning the deposit, the co-op can deduct any amount which the member owes because:

  - i. the member did not give enough notice
  - ii. the unit was not left in the condition stated in 5.8 of this By-law
  - iii. the member owes money to the co-op, or
  - iv. the member did not pay the last month's housing charge.
- (d) Interest on the Maintenance Guarantee
 

The co-op will not pay interest on the maintenance guarantee.

#### 3.3 Other Charges

- (a) A member is responsible for and must pay the co-op for any extra costs, charges or expenses caused by:
  - i. the member
  - ii. any person, animal or vehicle, who is a part of the member's household, or
  - iii. any person, animal or vehicle that the member allows onto the co-op's property.
- (b) This applies even if no co-op by-law has been broken.  
Some examples of these costs are:
  - i. school support

- ii. charges on returned cheques
  - iii. charges for collection of debts
  - iv. increased insurance premiums
  - v. legal fees, and
  - vi. cost of repairs.
- (c) The co-op has the right to recover solicitor and client costs, as settled by the co-op (the actual legal fees and costs) of any legal action that the co-op takes to recover money owed to it or enforce its rights under the by-laws.
- (d) Members must pay any interest at the rate of 2% above the prime rate of any credit union or bank designated by the board.

### **3.4 All Charges Are Housing Charges**

Housing charges include all amounts that the co-op charges to members.

### **3.5 Responsibility for Charges**

- (a) Per-Unit Basis
- The co-op calculates the monthly charge and the member deposit for each unit as a whole. If more than one adult occupies a unit, they are each responsible for the full charges. This is so whether or not they are members of the same family or household.
- If any person moves out of the unit, the remaining occupant(s) remain(s) responsible for all the charges which apply to that unit.
- (b) Sharing Expenses
- Persons who share a unit can arrange to share expenses, with the following conditions:
- i. the sharing arrangement does not limit the co-op's rights
  - ii. one of the members in the unit must collect the payments and make one single monthly payment to the co-op, and
  - iii. they are each responsible for the full charges.

### **3.6 Housing Charge Subsidy**

Rights to a subsidy are stated in the Housing Charge Subsidy Bylaw. If there is no such by-law, members' rights will be stated in Appendix C of the Occupancy Agreement and in any other document which the board of directors has adopted. The coordinator/manager is authorized to determine who is entitled to subsidy and the amount of the subsidy. Members have the right to appeal to the board. The board will determine the procedures to follow. These procedures must be procedurally fair.

### **3.7 Participation**

Members must attend all general members' meetings and other coop meetings often enough to become and remain informed of the operation of the Co-op. The member acknowledges that a failure to contribute voluntary labour towards the operation of the co-op and failure to attend general membership meetings on a regular basis and other co-op meetings constitute a breach of this agreement.

## **IV. SETTING HOUSING CHARGES**

### **4.1 The Members Set the Housing Charges**

Monthly housing charges can be set only by a majority vote of the members at a general meeting. Members do this annually or more often as needed. A budget must be presented to the members

when they are asked to consider an increase in housing charges. 4.2 of this By-law, "Operating and Capital Budgets", shows how the co-op must present a budget to the members. Existing charges continue until the members approve a change. The members may approve changes that are different from those proposed in the budget.

#### **4.2 Operating and Capital Budgets**

##### **(a) Preparing the Operating Budget**

Each year, the board will prepare a budget for the next fiscal year. The members will consider this proposed budget at a general meeting during which the budget is presented. 4.3 of this By-law shows how the co-op must give notice of this meeting. The budget must contain:

- i. the total expected cost of operating the co-op
- ii. the charges proposed for each unit, and
- iii. the cost of any special expenses which the board suggests and the charges that would result.

##### **(b) Capital Expenses**

The board may prepare a capital budget if it is planning capital expenses. The capital budget must contain:

- i. the proposed capital expenses
- ii. the proposed source of funds, and
- iii. the effect of the proposed expenses on the co-op's operating budget.

#### **4.3 Notice of Proposed Budget**

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting contains mention of the budget. The notice must be given as the Act and bylaws require. A copy of the proposed budget and housing charges for each type of unit must be delivered to each unit at least five days before the budget meeting.

#### **4.4 Date of Change in Housing Charges**

- (a) Any change in housing charges will normally begin sixty days after the members decide on the change.
- (b) Notice of change in housing charges must be delivered to each unit within a reasonable time after the meeting.

#### **4.5 Mid-year Change in Housing Charges**

The board may feel that there should be a change in the total operating expenses and/or housing charges during a fiscal year. If so, the board must call a special members' meeting to consider the change. The board will prepare a budget or statement showing the reason for the change. 4.3 of this By-law shows how the co-op must give notice of this meeting.

## **V. USE AND BEHAVIOUR**

### **5.1 Residences**

Units can be used only as private residences for members, their households and other persons allowed by this By-law. This use can include incidental uses if all the other rules in this By-law are obeyed.

## 5.2 Nuisance

The co-op is a community which includes all the residents and employees. It also is part of the larger neighbourhood community. Members must not make or allow any noise, nuisance or any other act that unreasonably disturbs or interferes with any other member of these communities.

## 5.3 Illegal Acts

Within their unit, or on co-op property, members must not commit any illegal act or break any agreement with any government authority. This includes breaking any municipal, provincial or federal law, or any by-law or regulation of any other authority such as the fire department.

## 5.4 Leases, Mortgages and Agreements

Members must not break any obligation that the co-op has to:

- (a) Canada Mortgage and Housing Corporation
- (b) the Province of Ontario, and
- (c) the co-op's mortgagee.

If all or part of the co-op's property is leased to the co-op, members must not break any obligations under the lease.

## 5.5 Insurance

Members must not break any obligation that the co-op has to its insurance companies. The use of a member's unit must not increase the co-op's insurance costs, or any other cost or liability of the coop.

## 5.6 Privacy

### (a) Permission Needed

Members have the right to privacy. The co-op may not enter a unit without the member's permission unless an emergency happens or appears to be happening or proper notice has been given.

### (b) Permission Not Needed

After giving a member 48 hours notice, someone appointed by the co-op can enter the member's unit, at any reasonable time, for:

- i. maintenance inspections, regular or special
- ii. maintenance repairs or renovations, or
- iii. any other reason which the board decides.

After giving a member 24 hours notice, the co-op can enter the member's unit to show it to a prospective occupant at any reasonable time. The co-op can do this if:

- iv. the member has given the co-op written notice of withdrawal from membership and occupancy, or
- v. the co-op has given notice of a board decision to evict the member.

### (c) Notice of Entry

Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one day and the notice can allow more than one entry into a member's unit.

## 5.7 Violence

The co-op is a community which includes all the residents and employees. Residents and employees must not commit violence against another person in the co-op. This violence can be real or threatened. The violence can be physical, psychological and/or sexual and includes child abuse. Co-op staff is authorized to call police and the Children's Aid Society in cases of child abuse.

## 5.8 Maintenance and Repair

- (a) Cleanliness  
Members must keep their units reasonably neat and clean. The units must meet the standards of cleanliness and maintenance set by health and other public authorities. Members who damage co-op property are responsible for its repair.
- (b) Alterations and Improvements  
Members cannot make structural alterations and improvements to the interior or exterior of their units, or alter or change their locks, without prior Board approval and sign a waiver.
- (c) Changing Locks  
Members must not change their locks without written permission from the co-op. They must give the co-op keys to new locks.
- (d) Reporting Problems  
Members must promptly report to the co-op any condition in their unit, the equipment in their unit, or their building, which may cause damage to their unit or their building.
- (e) Neglect of Responsibilities  
If members do not carry out any responsibilities connected with maintenance or repair in a reasonable time, the co-op can carry them out. Those members must pay the co-op for its out-of-pocket expenses and for the reasonable value of any employee time involved.
- (f) The Responsibility of the Co-op  
The co-op must keep all units, co-op property, and all services and facilities of the co-op in a good state of repair and fit for habitation. It must make sure that it meets all the legal standards of health, safety, maintenance and occupancy.
- (g) Appliances  
The co-op must provide each unit with a stove and refrigerator in normal working order. Members must keep the appliances reasonably clean.
- (h) Moving Out of the Unit  
When members move out of their unit, they must leave it clean and in good order. (See Article 3.2 section c.)

## 5.9 Acts of Others

Members are responsible for any act or failure to act of their household, guests or sub-occupants. This includes any person they, or their household, guests or sub-occupants, invite or allow onto co-op property. Members may be evicted as a result of any such act or failure to act. Members will have to pay for any damages.

# VI. OCCUPANCY RIGHTS AND STANDARDS

## 6.1 Purpose of This Article

This Article deals with members already living in the co-op. It covers when they no longer have the right to occupy their present unit because of changes in household size. It does not cover when new members, or members who want to relocate to other units, will get a unit. The Member Selection and Unit Allocation By-law deals with those matters.

## 6.2 Able to Live Independently

- (a) Members must be able to live independently and take care of themselves, or arrange for their care without undue hardship on the co-op, its members or employees. This is an essential requirement of living in the co-op. The board can evict a member if it decides that the member cannot meet these conditions. However, this will not happen if:

- i. the member makes arrangements that are acceptable to the board, and
- ii. the member signs and obeys a written agreement if the board requires it
- (b) The board does not have to get medical or other expert advice when it passes any resolution under 6.2 of this By-law. It has the right to rely on the opinion and experience of the employees and members of the co-op. However, the board will consider any medical or other expert advice which the member offers.
- (c) The board must use the procedures stated in Article 9 of this By-law.

### **6.3 Sale of a Part of the Co-op**

The board can decide to sell all or part of the co-op's housing units if the members pass a special resolution giving it the power to do so. The resolution should deal with the occupancy rights of the members living in these housing units. It can deal with the position of these members on the internal waiting list.

### **6.4 Government Takeover of Co-op Ownership and End of Co-op's Lease**

- (a) When a government body takes over ownership of the co-op by expropriation, members' occupancy rights against the co-op end on the date the takeover is final.
- (b) Members cannot profit from the takeover. This does not include any compensation from a government body for disturbance or moving expenses. Members must pay any other compensation to the co-op. The co-op has the right to take any necessary action to obtain that compensation. This includes the right to sue or make any other claim in the name of the member.

### **6.5 Damage by Fire, etc.**

- (a) If there is major damage affecting a large number of units, the board will examine the situation and propose a solution. The membership will make the final decision in a members' meeting.
- (b) If only one or a small number of units are damaged, the board will consult with the members living in the units to deal with the situation. If the members do not agree with the proposed solution, the membership will make the final decisions in a members' meeting. These decisions will have priority over the Unit Allocation By-law (for example, in questions about priority on a waiting list).

The board and members will consider questions such as the following:

- i. Should the unit be repaired?
- ii. How quickly?
- iii. When will the member be required to move out?
- iv. When will the member be entitled to move back?
- v. Will there be any charges to the member during the period?
- vi. Are there any available units that the member can occupy until their unit is repaired?
- vii. Should there be any priority on the co-op's internal or external waiting list?
- (c) The co-op does not have to provide a housing unit, or pay for increased housing charges, or rent to an outside landlord, or any other costs, because of damage.

## **VII. OCCUPANCY BY MEMBERS**

### **7.1 Policy**

- (a) In the co-op's by-laws, household means:
  - i. a member

- ii. any other members living in the unit
- iii. persons under sixteen living in the unit
- iv. persons who have turned sixteen and continue to live in the unit, and
- v. any long-term guests approved by the board under 7.5 of this By-law.

The co-op does not consider anyone else as part of a member's household. Other persons can live in a member's unit only as casual guests, or as sub-occupants if permitted by this By-law.

Members must not allow anyone other than the persons referred to above to use their unit.

- (b) This By-law applies to a member unit The co-op does not have to follow the procedures in this By-law when dealing with non-member units or non-residential spaces, if any. Any leases, agreements or applicable laws govern the co-op's relations with them. Parts of this By-law apply to non-members living in a member unit
- (c) Occupants of a member unit who are not members have:
  - i. no greater right to occupy the unit than the members who occupy it, or any right to occupy it independent of the members
  - ii. no right to occupy any other unit in the co-op, and
  - iii. no right to a place on the co-op's internal waiting list.

## 7.2 Additions to Household

Members may wish to add to their household someone over eighteen years of age who is not a member. That person may apply for membership in the co-op or for board approval as a long-term guest. That person can occupy the unit as a casual guest while waiting for the board to decide. If the board refuses to approve the application for membership, that person can occupy the unit only as a casual or long-term guest if permitted under 7.4 or 7.5 of this By-law.

## 7.3 Persons Eighteen Years of Age

If a person who is part of a member's household turns eighteen, that person may apply for membership in the co-op. If they do not apply for membership, then they will be considered long-term guests and the board may cancel or change their long-term guest status at any time, as stated in 7.5.

## 7.4 Casual Guests

- (a) Members can have only a reasonable number of guests at any one time.
- (b) Members must have the board's permission to permit a guest to stay for more than two consecutive months for a single visit. Normally this would only be for up to one additional month. Members must have the board's permission to allow a guest to spend a total of more than three months in a unit for any number of visits during any twelve-month period. The board can choose the twelve-month period.
- (c) The board normally allows a single visit to last for three months. When the board gives permission for any visit it:
  - i. sets the time limit for the visit, and
  - ii. can decide to include the income of the casual guest when calculating household income for a housing charge subsidy.

## 7.5 Long-Term Guests

- (a) The board can allow members to have a guest for an indefinite period. These guests are long-term guests in this By-law. Examples include:
  - i. family members who are part of a member's household
  - ii. live-in employees

- iii. additions to the household who have been refused membership, and
- iv. others whom the member invites.
- (b) Members and their guests must sign a long-term guest agreement, such as Schedule B of this By-law.
- (c) The board can cancel long-term guest status or change the terms of the long-term guest status at any time. The board must give written notice to the member and the guest of any meeting where it will be discussed. The board must give written notice to the member and the guest that it has ended long-term guest status after it has decided to do so. The board decides when the long-term guest status ends. There is no right of appeal.
- (d) Normally, the income of long-term guests is to be included in the household income when housing charge subsidy is calculated.

### **7.6 Principal Residence**

All members must use their co-op units as their principal residence and personally occupy them. Members may not be absent from their unit for a total of more than one year in any five-year period without the permission of the board. The unit must remain their principal residence while they are absent. The board can choose the five-year period. Members will be considered absent from their units even if they visit them for short periods.

### **7.7 No Transfer of Occupancy Rights**

Members cannot transfer their occupancy rights to anyone else.

### **7.8 Sub-Occupancy**

- (a) If members want to leave the co-op temporarily, they can allow someone to occupy their unit as a sub-occupant. The members and all sub-occupants must sign a Sub-Occupancy Agreement approved by the co-op, such as Schedule C of this By-law, before the sub-occupancy begins.
- (b) All sub-occupants must have the approval of the member selection committee and the board if the term is longer than one month.
- (c) Normally a sub-occupancy can only last twelve months. However, the board can allow a longer term.

### **7.9 No Profit**

- (a) Members must not profit, directly or indirectly, from sharing expenses with anyone using their unit.
- (b) Members must not profit when they give up occupancy rights, or allow others to use their unit. Members must pay any profit to the co-op.
- (c) The co-op can ask members to prove that they are not profiting from any arrangement with guests or sub-occupants of their unit. If asked, members must give complete details of any arrangement. This request can include sworn statements about the arrangement from everyone involved.
- (d) Some examples of profit are key money, and placing too great a value on the furnishings of a unit. Profit does not include guests or sub-occupants paying their fair share of the housing charges. Profit does not include paying a reasonable charge for meals, cleaning etc. (if it is not a hidden profit on the housing charges).

### 7.10 Co-op Employees

- (a) A permanent employee of the co-op cannot be a member of the co-op. If the board decides that the employee's duties make it necessary to live in the co-op, the employee will be a tenant of the co-op. Part IV of the Landlord and Tenant Act applies to this tenancy.
- (b) The board must make sure that there is a written agreement with the employee stating that the employee's tenancy ends at the same time that the employment ends.

### 7.11 Persons in Units that Become Part of the Co-op

- (a) Persons who occupy units which become part of the co-op can apply for membership if they have not already done so. If they do not apply, or are not accepted, they will be tenants of the co-op.
- (b) The Act designates units which become part of the co-op as non-member units. If all of the occupants that are sixteen or older give written consent, the board, or a committee of at least two directors selected by the board, can end the designation as a non-member unit. Even if the occupants become members, they will still have to give written consent.
- (c) If a co-op housing unit was occupied on August 24, 1992, (the day that the Co-operative Corporations Statute Law Amendment Act became law), but none of the occupants was a member, the Act designates this unit as a non-member unit. If all of the occupants that are sixteen or older give written consent, the board, or a committee of at least two directors selected by the board, can end the designation as a non-member unit. Even if the occupants become members, they will still have to give written consent.

### 7.12 Death of a Member

- (a) If a member dies and no other members occupy the unit, the member's estate will be responsible for housing charges until the end of the second month after the death. The estate must remove all of the member's possessions by the end of the second month after the death.
- (b) Non-members living in the unit after a member's death can apply for membership. If they are accepted, the board can allocate the unit to them without following the Member Selection Criteria. If they do not apply for membership or their application is rejected, the board can evict them without using the procedures in Article 9.

## VIII. MEMBERS WHO END THEIR OCCUPANCY

### 8.1 Procedures

- (a) If members want to end their occupancy in the co-op, they must give at least seventy days' written notice. The notice period must end on the last day of the month. The members' right to occupy their unit ends at the end of the notice period. Members cannot withdraw a notice without the board's consent. The board can refuse to allow members to withdraw the notice. Members cannot appeal the board's decision.
- (b) Members have full rights and obligations during the notice period. If members move out of their unit, they are still responsible for any outstanding obligations until the end of the notice period.
- (c) If the co-op needs to get possession of a unit of a member who has given notice, the board can follow the procedures stated in 171.14 of the Act or take any other action. It can do this before or after the day on which the member should leave. In this case, the board does not have to follow the procedures in Article 9 of this By-law.

## 8.2 Withdrawal from Membership

A notice to end occupancy will also be considered a notice of withdrawal from membership. Any withdrawal from membership without ending occupancy will not be valid.

## 8.3 Vacant Unit

If a unit is vacant, the co-op can take possession. The member's occupancy rights end on the day that the co-op takes possession. It will be considered that the member has withdrawn from membership at the same time.

## 8.4 Members No Longer

Living in the Co-op This section applies when a member ceases to live in the co-op as a principal residence, but other members of the co-op remain in the unit. It will be considered that the member has given notice to withdraw from membership on the first day the member no longer lives in the unit. The member's occupancy rights also end on that day.

## 8.5 Founding Board Members

Someone who has been a member of the co-op before it has any housing units ready for occupancy has no right to a unit of housing unless they go through the ordinary unit allocation procedures of the co-op. Anyone who was a member at the time the co-op first obtained a unit of housing ready for occupancy will automatically cease to be a member of the co-op three months after that date unless:

- i. a unit is allocated to them before the end of the three month period (whether or not the unit is ready for occupancy), or
- ii. the person is still a director of the co-op. In this case, membership will cease as soon as they are no longer a director.

# IX. THE CO-OP EVICTS A MEMBER

## 9.1 Terms Used in This By-law

The Act uses the terms "terminating membership and occupancy rights" when referring to members, and "terminating occupancy rights" when referring to non-members. In this By-law these acts of the co-op are referred to as "evict the member" or "eviction". A copy of the rules in the Act that apply to ending the membership and occupancy rights of a member are contained in Schedule I.

## 9.2 When the Co-op Can Evict a Member

- (a) The board can evict a member if the member:
  - i. owes housing charges to the co-op at the time of the board meeting
  - ii. has been repeatedly late in paying housing charges
  - iii. has broken the by-laws in a way the board considers serious, or
  - iv. has repeatedly broken the by-laws in a way the board considers serious, even if the member has corrected the situation when given notice.

The board can also evict a member if someone the member is responsible for, under the by-laws, has done any of the above.
- (b) The board can evict a member under 6.3, a resolution referred to in 6.4 and a decision on membership referred to in 6.6 of this By-law.

### 9.3 How the Co-op Can Evict a Member

- (a) The board must pass a resolution by majority vote to evict a member.  
The board can base its resolution on the model in Schedule E of this By-law.
- (b) Before passing a resolution to end membership and occupancy rights, the board must give written notice to the member of a meeting held to consider the eviction of the member. This notice must be given to the member at least ten days before the meeting.  
The notice must be signed by a director or the Co-ordinator.
- (c) The notice must state:
  - i. the time and place of the board meeting. It may also state a time when the board will discuss the member's membership and occupancy rights during that meeting.
  - ii. the reasons for the proposed eviction
  - iii. the member's unit
  - iv. the proposed eviction date, and
  - v. the fact that the member need not vacate the unit, but that the co-op may obtain a writ of possession after it ends the member's membership and occupancy rights.
- (d) The board can choose a later date to continue the discussion about eviction. If the meeting is continued at another time, the board does not have to give notice of the continued meeting as long as the time and place is announced at the original meeting.
- (e) The notice must state the proposed eviction date. The figure to be inserted in the notice will be the following number of days after the board meeting:
  - i. ten days if the member owes charges to the co-op
  - ii. one day in the case of domestic violence
  - iii. thirty days if the member is unable to live independently, as in 6.2 of this By-law
  - iv. thirty days for all other reasons.
 The board can decide that the eviction will be later than the date given in the notice.
- (f) The notice must state that the member has the right to attend and speak or present written material at the meeting, or have a representative speak. The representative can be a lawyer or any other person. It must also state that the member has the right to appeal the board's decision to the members. The notice must contain the information in the model notice in Schedule D of this By-law.
- (g) If the board decides to evict a member, it must give the member a written eviction notice. The notice must be delivered within five days of the meeting. The notice must be signed by the secretary, any director or the Co-ordinator.  
The decision may be in the form attached as Schedule E of this By-law.  
The eviction notice may be in the form attached as Schedule F of this By-law.

### 9.4 Right of Appeal

- (a) A member can appeal the board's decision. The decision is not effective until the appeal is decided or dropped.
- (b) A member who wants to appeal must give a notice of appeal to the co-op office within seven days of the date on which the eviction notice was given.
- (c) When the co-op receives a member's notice of appeal the co op must:
  - i. call a meeting of the members, giving proper notice, or
  - ii. put the matter on the agenda for another members' meeting.
 However, there must be at least fourteen days between the time the notice of appeal is received and the members' meeting to discuss the appeal.

- (d) Everyone who receives notice of the members' meeting should also receive copies of any written statements that the member included with the notice of appeal. This right is limited by the Act.
- (e) The member appealing the decision has the right to attend and speak at the meeting, or have a representative speak. The representative can be a lawyer or any other person.
- (f) The meeting can confirm the board's decision, or replace it with any other decision which the board could have made.
- (g) The board's decision is confirmed if:
  - i. the meeting does not pass a resolution to change the decision, or
  - ii. a quorum is not present at the meeting or at the time of the vote.
- (h) If the appeal is unsuccessful, the member will be evicted two days after the meeting, or on the date stated in the notice to vacate, whichever is later. However, the members' meeting can set a later date for eviction.

### 9.5 Legal Action

- (a) The board can decide to take legal action as a result of decisions under previous sections. The board does not have to wait until the eviction date to start legal action.
- (b) The board can choose someone to deal with legal actions for the co-op. It can do this either by making it part of that person's job description or by a resolution. This person can:
  - i. give all necessary instructions to the co-op's lawyers, and
  - ii. make a settlement or other agreement after consulting with the co-op's lawyers.
 For example, there could be a performance agreement or similar agreement worked out. The board can limit the person's authority by a board resolution.

### 9.6 Performance Agreements

- (a) The co-op can sign a performance agreement with the member. When a member and the co-op sign a performance agreement, any outstanding resolution evicting the member will be cancelled.
- (b) The performance agreement may state how the member will:
  - i. carry out obligations in the future
  - ii. correct any past problem, and
  - iii. compensate the co-op for any losses.
 The board must authorize every performance agreement except under 9.5
- (c) It can authorize an employee, director or committee, formal or informal, to decide on the details of the agreement and sign it.
- (d) The board can use the Performance Agreements in Schedules G and H of this By-law.
- (e) If the member breaks the performance agreement, then the board must start the procedure to evict the member over again. Breaking the performance agreement does not itself give the co-op the right to evict the member. However, any statements in the agreement, and the fact that the member broke the agreement, may be taken into consideration by the board, the members or a judge.
- (f) When signing a performance agreement, the board can decide that a resolution of eviction will not be effective if the member:
  - i. pays the amounts owed, or
  - ii. carries out any acts that the board states in the resolution within the time period stated in the resolution.

### 9.7 Non-Members in a Member Unit

In dealing with non-members who are occupying a member unit, the co-op may take any procedure permitted by law as long as it does not break this By-law.

## X. MISCELLANEOUS

### 10.1 Personal Information of a Member

- (a) If members appeal a board decision, or bring up a discussion at a members' meeting involving personal information about themselves, the board can disclose other relevant personal information about the members.
- (b) If members appeal a board decision about another member, or bring up a discussion at a members' meeting involving personal information about another member, they must get the other member's written approval first. Then the board can allow members to discuss that personal information about the other person concerned and the board can disclose relevant personal information about the member concerned. If that person does not give approval, the discussion is out of order.

### 10.2 References to Other By-laws

Some terms in this By-law contain references to other by-laws of the co-op. If those other by-laws have not been passed by the coop, the board will decide any matters which would have been included in any by-law.

### 10.3 Serving Documents

- (a) When the co-op serves documents to members in connection with an eviction, it must follow this procedure:
  - i. a separate notice will be given to each member being evicted.
  - ii. if a member is absent or evading notice, the notice can be given by:
  - iii. handing it to any apparently adult person at the unit,
  - iv. posting it in a conspicuous place on some part of the unit (for example, taping it to the door), or
  - v. sending it by registered mail to the person at the unit

### 10.4 Errors or Omissions in Procedures or Notices

A minor error or omission in any action taken or notice given will not affect any decision made by the board and/or members. A member can accept any minor defect in the co-op's procedures. The member can do this in writing, orally or by not objecting at the appropriate time.

*Passed by the Board of Directors at a meeting held on the 15th day of February, 1995.*

*Confirmed by a two-thirds vote at a meeting of members held on the 23rd day of April, 1995.*